#### IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In Re: AUTOMOTIVE PARTS ANTITRUST LITIGATION	: Master File No. 12-md-02311 : Hon. Marianne O. Battani :
In Re: Wire Harness In Re: Instrument Panel Clusters In Re: Fuel Senders In Re: Heater Control Panels In Re: Alternators In Re: Windshield Wiper Systems In Re: Radiators In Re: Starters In Re: Ignition Coils In Re: Motor Generators In Re: HID Ballasts In Re: Inverters In Re: Air Flow Meters In Re: Fan Motors In Re: Fuel Injection Systems In Re: Power Window Motors In Re: Automatic Transmission Fluid Warmers In Re: Valve Timing Control Devices In Re: Air Conditioning Systems In Re: Windshield Washer Systems In Re: Spark Plugs In Re: Ceramic Substrates	: Case No. 2:12-cv-00102 : Case No. 2:12-cv-00202 : Case No. 2:12-cv-00302 : Case No. 2:12-cv-00402 : Case No. 2:13-cv-00702 : Case No. 2:13-cv-00902 : Case No. 2:13-cv-01002 : Case No. 2:13-cv-01002 : Case No. 2:13-cv-0102 : Case No. 2:13-cv-01402 : Case No. 2:13-cv-01502 : Case No. 2:13-cv-01502 : Case No. 2:13-cv-01802 : Case No. 2:13-cv-02002 : Case No. 2:13-cv-02002 : Case No. 2:13-cv-0202 : Case No. 2:13-cv-0202 : Case No. 2:13-cv-0202 : Case No. 2:13-cv-0202 : Case No. 2:13-cv-02402 : Case No. 2:13-cv-02402 : Case No. 2:13-cv-02502 : Case No. 2:13-cv-02602 : Case No. 2:13-cv-02602 : Case No. 2:13-cv-02702 : Case No. 2:13-cv-02802 : Case No. 2:15-cv-03002 : Case No. 2:15-cv-03002 : Case No. 2:16-cv-03802
THIS DOCUMENT RELATES TO:	
Automobile Dealership Actions	: : :
	:

FINAL JUDGMENT APPROVING SETTLEMENT AGREEMENT BETWEEN DEALERSHIP PLAINTIFFS AND DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., DENSO INTERNATIONAL KOREA CORPORATION, DENSO KOREA AUTOMOTIVE CORPORATION, DENSO AUTOMOTIVE DEUTSCHLAND GMBH, ASMO CO., LTD., ASMO NORTH AMERICA, LLC, ASMO GREENVILLE OF NORTH CAROLINA, INC., AND ASMO MANUFACTURING, INC.

This matter has come before the Court to determine whether there is any cause why this Court should not approve the settlement between Dealership Plaintiffs ("Plaintiffs") and Defendants DENSO Corporation, DENSO International America, Inc., DENSO International Korea Corporation, DENSO Korea Automotive Corporation, DENSO Automotive Deutschland GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina, Inc., and ASMO Manufacturing, Inc. (collectively, "DENSO Defendants") set forth in the Settlement Agreement ("Agreement"), dated July 14, 2016 relating to the above-captioned actions (the "Actions"). The Court, after carefully considering all papers filed and proceedings held herein and otherwise being fully informed in the premises, has determined (1) that the settlement should be approved, and (2) that there is no just reason for delay of the entry of this final judgment approving the Agreement ("Final Judgment"). Accordingly, the Court directs entry of Final Judgment which shall constitute a final adjudication of the above-captioned Actions on the merits as to the parties to the Agreement. Good cause appearing therefor, it is:

#### ORDERED, ADJUDGED AND DECREED THAT:

- 1. The definitions of terms set forth in the Agreement are incorporated herein as though fully set forth in this Final Judgment.
- 2. Pursuant to Federal Rule of Civil Procedure ("Rule") 23(g), Class Counsel, previously appointed by the Court (Cuneo, Gilbert & LaDuca, LLP and Larson King LLP), are appointed as Counsel for the Wire Harness, Instrument Panel Clusters, Fuel Senders, Heater Control Panels, Alternators, Windshield Wiper Systems, Radiators, Starters, Ignition Coils, Motor Generators, HID Ballasts, Inverters, Air Flow Meters, Fan Motors, Fuel Injection Systems, Power Window Motors, Automatic Transmission Fluid Warmers, Valve Timing Control Devices, Electronic Throttle Bodies, Air Conditioning Systems, Windshield Washer Systems, Spark Plugs, and Ceramic Substrates Classes

("Settlement Classes"). These firms have, and will, fairly and competently represent the interests of the Settlement Classes.

- 3. The Court has jurisdiction over the subject matter of this litigation, over the Actions, and over the parties to the Agreement, including all members of the Settlement Classes.
- 4. Plaintiffs, having filed complaints in the Actions alleging that DENSO Defendants conspired to rig bids, allocate markets and fix prices for the Alleged Parts (as defined in the Agreement), and DENSO Defendants, having denied Plaintiffs' allegations and represented they would assert defenses thereto, have entered into the Agreement to settle the Actions with respect to the Alleged Parts to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by the Agreement, and to put to rest with finality all claims that have been or could have been asserted against Releasees (as defined in the Agreement) with respect to Automotive Parts (as defined in the Agreement). Pursuant to the Agreement, DENSO Defendants have agreed to provide specified monetary compensation to Plaintiffs, to cooperate with Plaintiffs in connection with the continued prosecution of the Actions, and to be enjoined as set forth in paragraph 9.
- 5. The Court hereby finally approves and confirms the settlement set forth in the Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the Settlement Classes pursuant to Rule 23.
- 6. The Court hereby dismisses on the merits and with prejudice the individual and class claims asserted in the Actions against DENSO Defendants, with Plaintiffs and DENSO Defendants to bear their own costs and attorneys' fees except as provided herein.
- 7. All persons and entities who are Releasors (as defined in the Agreement) or who purport to assert claims on behalf of Releasors are hereby barred and enjoined from commencing, prosecuting, or continuing, either directly or indirectly, in an individual or representative or

derivative capacity, against the Releasees, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in the future may have, arising out of or related to any of the Released Claims (as defined in the Agreement).

- 8. The Releasees are hereby and forever released and discharged with respect to any and all claims or causes of action which the Releasors had, have, or in the future may have, arising out of or related to any of the Released Claims as defined in the Agreement.
- 9. The DENSO Defendants are enjoined, for a period of two years beginning on the date of entry of this Final Judgment, from engaging in any price-fixing, bid-rigging, or market allocation as to any Automotive Part in violation of Section 1 of the Sherman Act.
- 10. Neither the Agreement, nor any act performed or document executed pursuant to the Agreement, may be deemed or used as an admission of wrongdoing in any civil, criminal, administrative, or other proceeding in any jurisdiction.
- 11. The notice given to the Settlement Classes of the settlement set forth in the Agreement and the other matters set forth herein was the best notice practicable under the circumstances, including individual notice to all members of the Settlement Classes who could be identified through reasonable efforts. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.
- 12. Without affecting the finality of this Final Judgment in any way, the Court hereby retains exclusive jurisdiction over: (a) the enforcement of this Final Judgment; (b) the enforcement of the Agreement; (c) any application for distribution of funds, attorneys' fees or reimbursement of costs and expenses made by Plaintiffs' Counsel; (d) any application for incentive awards for the

Plaintiffs; (e) the Escrow Accounts (as defined in the Agreement); and (f) the distribution of the settlement proceeds to the members of the Settlement Classes.

- 13. The entities identified on Exhibit "A" hereto have timely and validly requested exclusion from the Settlement Classes and, therefore, are excluded. Such entities are not included in or bound by this Final Judgment. Such entities are not entitled to any recovery from the settlement proceeds obtained through this settlement. Nothing in this Final Judgment shall be construed as a determination by this Court that such entities are members of any of the classes or proposed classes in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311.
- 14. In the event that the settlement does not become effective in accordance with the terms of the Agreement, then this Final Judgment shall be rendered null and void and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void and the parties shall be returned to their respective positions ex ante.
- 15. The Escrow Accounts, into which DENSO Defendants have deposited assets with a total value of \$61,200,000.00 as the Settlement Amount (as defined in the Agreement), plus accrued interest thereon and net any expenses incurred as contemplated in paragraphs 39 and 43 of the Agreement, are approved as Qualified Settlement Funds pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.
- 16. The Court finds, pursuant to Rule 54(a) and (b), that this Final Judgment should be entered and further finds that there is no just reason for delay in the entry of this Final Judgment, as a Final Judgment, as to the parties to the Agreement, Plaintiffs, on behalf of themselves and the Settlement Classes, DENSO Corporation, DENSO International America, Inc., DENSO International Korea Corporation, DENSO Korea Automotive Corporation, DENSO Automotive Deutschland GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina, Inc., and ASMO Manufacturing, Inc.

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17. The Court's certification of the Settlement Classes as provided herein is without

prejudice to, or waiver of, the rights of any Defendant, including DENSO Defendants, to contest

certification of any other class proposed in the In re Automotive Parts Antitrust Litigation, Master File

No. 12-md-02311. The Court's findings in this Final Judgment shall have no effect on the Court's

ruling on any motion to certify any class in the In re Automotive Parts Antitrust Litigation, Master File

No. 12-md-02311. No party may cite or refer to the Court's approval of the Settlement Classes as

persuasive or binding authority with respect to any motion to certify any class.

18. Accordingly, the Clerk is hereby directed to enter Final Judgment forthwith.

Date: August 21, 2017

s/Marianne O. Battani MARIANNE O. BATTANI United States District Judge

#### **CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order was served upon counsel of record via the Court's ECF System to their respective email addresses or First Class U.S. mail to the non-ECF participants on August 21, 2017.

s/ Kay Doaks Case Manager

# **EXHIBIT A**

#### **Auto Parts Settlements**

Requests for Exclusion

	Name1	Addr1	Addr2	City	State	Zip
1	SCION OF ROCK HILL	640 GALLERIA BLVD		ROCK HILL	SC	29730
2	ADVANTAGE VOLKSWAGEN	5919 TWO NOTCH RD		COLUMBIA	SC	29223
3	CROWN ACURA	3908 W WENDOVER AVE		GREENSBORO	NC	27407
4	CROWN CADILLAC HIGH POINT	2506 N MAIN ST		GREENSBORO	NC	27262
5	CROWN CHEVROLET	2506 N MAIN ST		GREENSBORO	NC	27262
6	CROWN HONDA/VOLVO	1730 N FORDHAM BLVD		CHAPEL-HILL	NC	27514
7	CROWN MITSUBISHI	3604 W WENDOVER AVE		GREENSBORO	NC	27407
8	CROWN PONTIAC, GMC, ISUZU	2501 CAPITAL BLVD		RALEIGH	NC	27604
9	CROWN PONTIAC-GMC (BMW, AUDI, KIA)	3633 W WNEDOVER AVE		GREENSBORO	NC	27407
10	CROWN VOLVO – CHAPEL HILL	1730 N FORDHAM BLVD		CHAPEL-HILL	NC	27514
11	PRINCETON BMW/MINI	3633-C W WENDOVER AVE		GREENSBORO	NC	37407
12	DEE THOMASON FORD	19405 SE MCLOUGHLIN BLVD		GLADSTONE	OR	97027
13	THOMASON DAMEROW HYUNDAI	13555 SW TV HWY		BEAVERTON	OR	97005
14	THOMASON FORD	12325 SW CANYON RD		BEAVERTON	OR	97005
15	THOMASON HONDA	19400 SE MCLOUGHLIN BLVD		GLADSTONE	OR	97027
16	THOMASON HYUNDAI	17833 SE MCLOUGHLIN BLVD		MILWAUKEE	OR	97267
17	THOMASON MAZDA	19470 SE MCLOUGHLIN BLVD		GLADSTONE	OR	97027
18	THOMASON NISSAN	19505 SE MCLOUGHLIN BLVD		GLADSTONE	OR	97027
19	THOMASON SUBARU	1404 MAIN STREET		OREGON CITY	OR	97045
20	THOMASON SUZUKI	194901 SE MCLOUGHLIN		GLADSTONE	OR	97027
21	THOMASON TOYOTA	19375 SE MCLOUGHLIN BLVD		GLADSTONE	OR	97027
22	CROWN JEEP CHRYSLER	2736 LAURENS RD		GREENVILLE	SC	29607
23	JAGUAR GREENVILLE	2668 LAURENS RD		GREENVILLE	SC	29607
24	SCION OF GREENVILLE	2686 LAURENS RD		GREENVILLE	SC	29607
25	VOLVO OF GREENVILLE	2668 LAURENS RD		GREENVILLE	SC	29607
26	ABC NISSAN	1300 E CAMELBACK RD		PHOENIX	AZ	85014
27	MERCEDES-BENZ OF TAMPA	4400 N DALE MABRY HWY		TAMPA	FL	33614
28	CASA CHRYSLER JEEP	9733 COORS BLVD NW		ALBUQUERQUE	NM	87114
29	SMART CENTER TAMPA	4400 N DALE MABRY HWY		TAMPA	FL	33614
30	AIRPARK DODGE CHRYSLER JEEP	7801 E FRANK LLOYD WRIGHT BVLD		SCOTTSDALE	ΑZ	85260
31	COURTESY BRANDON VOLKSWAGEN	9816 E ADAMO DR		TAMPA	FL	33619
32	MERCEDES BENZ OF ESCONDIDO	1101 W 9TH AVE		ESCONDIDO	CA	92025
33	LAND ROVER GREENVILLE	1450 LAURENS RD		GREENVILLE	SC	29607
34	MERCEDES BENZ OF MASSAPEQUA	101 SUNRISE HWY		AMITYVILLE	NY	11701
35	BMW OF COLUMBIA	5919 TWO NOTCH RD		COLUMBIA	SC	29223
36	BMW OF STRATHAM	71 PORTSMOUTH AVE		STRATHAM	NH	03885
37	DAVID MAUS VOLKSWAGEN NORTH	1050 LEE RD		ORLANDO	FL	32810
38	DAVID MAUS CHEVROLET	972 TOWNE CENTER BLVD		SANFORD	FL	32771
39	DAVID MAUS TOYOTA	PO BOX 521747		LONGWOOD	FL	32752
40	TOYOTA OF GREENVILLE	2686 LAURENS RD		GREENVILLE	SC	29607
41	AUDI SPRINGFIELD	3521 E SUNSHINE ST		SPRINGFIELD	MO	65809
42	VOLKSWAGEN OF PANAMA CITY	3605 E 15TH ST		PANAMA CITY	FL	32404
43	PAT PECK NISSAN	9480 HIGHWAY 49		GULFPORT	MS	39503

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	Name1	Addr1	Addr2	City	State	Zip
44	NISSAN OF CLOVIS	370 W HERNDON AVE		CLOVIS	CA	93612
45	PEORIA FORD	9130 W BELL RD		PEORIA	AZ	85382
46	PAT PECK HONDA	11151 HIGHWAY 49		GULFPORT	MS	39503
47	GRAY-DANIELS FORD LINCOLN	201 OCTAVIA DR		BRANDON	MS	39042
48	GRAY-DANIELS NISSAN	6080 I 55 N		JACKSON	MS	39211
49	GRAY-DANIELS NISSAN BRANDON	108 GRAY DANIELS BLVD		BRANDON	MS	39042
50	FRONTIER FORD	3701 STEVENS CREEK BLVD		SANTA CLARA	CA	95051
51	INFINITI OF TAMPA	4600 N DALE MABRY HWY		TAMPA	FL	33614
52	MARKS CASA CHEVROLET	7201 LOMAS BLVD NE		ALBUQUERQUE	NM	87176
53	PAT PECK KIA	10611 BONEY AVE		D'IBERVILLE	MS	39540
54	PEORIA NISSAN	9151 W BELL RD		PEORIA	AZ	85382
55	SHAWNEE MISSION KIA	7951 SHAWNEE MISSION PKWY		MISSION	KS	66202
56	FIAT OF SCOTTSDALE	16301 N 78TH ST		SCOTTSDALE	AZ	85260
57	COURTESY NISSAN OF TAMPA	3800 W HILLSBOROUGH AVE		TAMPA	FL	33614
58	COURTESY PALM HARBOR HONDA	31200 US HIGHWAY 19 N		PALM HARBOR	FL	34684
59	DELRAY HONDA	2500 S FEDERAL HWY		DELRAY BEACH	FL	33483
60	COGGIN ACURA	4400 S US HIGHWAY 1		FORT PIERCE	FL	34982
61	COGGIN BMW TREASURE COAST	4429 S US HIGHWAY 1		FORT PIERCE	FL	34982
62					FL	34982
	COGGIN LIANDA	2655 N VOLUSIA AVE		ORANGE CITY		
63	COGGIN HONDA	11003 ATLANTIC BLVD		JACKSONVILLE	FL	32225
64	COGGIN NISSAN	10600 ATLANTIC BLVD		JACKSONVILLE	FL 	32225
65	COGGIN NISSAN ON ATLANTIC	10600 ATLANTIC BLVD		JAKSONVILLE	FL	32225
66	TOYOTA OF ROCK HILL	640 GALLERIA BLVD		ROCK HILL	SC	29730
67	SHOWCASE HONDA	1333 E CAMELBACK RD		PHOENIX	AZ	85014
68	MIDWAY CHEVROLET CO	2323 W BELL RD		PHOENIX	AZ	85023
69	MILLER NISSAN OF VAN NUYS	5425 VAN NUYS BLVD		SHERMAN OAKS	CA	91401
70	MILLER TOYOTA OF ANAHEIM	1331 N EUCLID ST		ANAHEIM	CA	92801
71	MILES CHEVROLET/NISSAN	150 W PERSHING RD		DECATUR	IL	62526
72	MILLER HONDAY OF CULVER CITY	9055 WASHINGTON BLVD		CULVER CITY	CA	90232
73	MILLER HONDA OF VAN NUYS	5355 VAN NUYS BLVD		SHERMAN OAKS	CA	91401
74	PLAZA MOTOR CO	11830 OLIVE BLVD		SAINT LOUIS	MO	63141
75	PORSCHE OF GREENVILLE	2668 LAURENS RD		GREENVILLE	SC	29607
76	WORLD FORD OF PENSACOLA	6397 PENSACOLA BLVD		PENSACOLA	FL	32505
77	HASSEL MINI	280 W SUNRISE HWY		FREEPORT	NY	11520
78	COURTESY CHRYSLER JEEP DODGE	9207 E ADAMO DR		TAMPA	FL	33619
79	GRAY-DANIELS NISSAN IN BRANDON	108 GRAY DANIELS BLVD		BRANDON	MS	39042
80	GRAY-DANIELS TOYOTA	104 GRAY DANIELS BLVD		BRANDON	MS	39042
81	INIFINITI OF SPRINGFIELD	3655 S CAMPBELL AVE		SPRINGFIELD	MO	65807
82	IRA AUDI OF PEABODY	252 ANDOVER ST		PEABODY	MA	01960
83	IRA SUBARU OF DANVERS	97 ANDOVER ST		DANVERS	MA	01923
84	IRA TOYOTA	468 MAIN ST		TEWKSBURY	MA	01876
85	IRA TOYOTA OF DANVERS	161 ANDOVER ST		DANVERS	MA	01923
86	NORTH POINT VOLKSWAGEN MAZDA	PO BOX 6440		N LITTLE ROCK	AR	72124
87	NORTH POINT VOLVO	PO BOX 22410		LITTLE ROCK	AR	72221
88	MARKS CASA CHRYSLER JEEP	9733 COORS BLVD NW		ALBUQUERQUE	NM	87114
89	IRA LEXUS OF MANCHESTER	33 AUTO CENTER RD		MANCHESTER	NH	03103
33		SS A.S. S CERTERING				00100

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	Name1	Addr1	Addr2	City	State	Zip
90	IRA TOYOTA OF MILFORD	300 FORTUNE BLVD		MILFORD	MA	01757
91	IRA-LEXUS OF BEDFORD	18 KILTON RD		BEDFORD	NH	03110
92	NORTH POINT FORD	4400 LANDERS RD		N LITTLE ROCK	AR	72117
93	PLAZA INFINITI	755 N NEW BALLAS RD		SAINT LOUIS	MO	63141
94	PLAZA LEXUS	777 DECKER LN		SAINT LOUIS	MO	63141
95	RANCHO CHRYSLER JEEP DODGE	8010 BALBOA AVE		SAN DIEGO	CA	92111
96	RELIABLE HYUNDAI	438 S INGRAM MILL RD		SPRINGFIELD	MO	65802
97	RELIABLE HYUNDAI MAZDA	438 S INGRAM MILL RD		SPRINGFIELD	MO	65802
98	RELIABLE NISSAN	9951 COORS BLVD NW		ALBUQUERQUE	NM	87114
99	BELL HONDA	701 W BELL RD		PHOENIX	ΑZ	85023
100	CROWN BMW	3902 W WENDOVER AVE		GREENSBORO	NC	27407
101	CROWN HONDA GREENSBORO	3633 W WENDOVER AVE		GREENSBORO	NC	27407
102		2712 LAURENS RD		GREENVILLE	SC	29607
	CROWN NISSAN OF GREENSBORO	3900 W WENDOVER AVE		GREENSBORO	NC	27407
104		28242 MARGUERITE PKWY		MISSION VIEJO	CA	92692
105	PINES FORD LINCOLN	8655 PINES BLVD		PEMBROKE PINES	FL	33024
106	INFINITI OF PEORIA	9167 W BELL RD		PEORIA	AZ	85382
	COURTESY KIA OF BRANDON	9205 ADAMO DR		TAMPA	FL	33619
	VAN BUICK-GMC	8585 E FRANK LLOYD WRIGHT BLVD		SCOTTSDALE	AZ	85260
109	VAN CHEVROLET-CADILLAC INC	100 NW VIVION RD		KANSAS CITY	MO	64118
110	GRAY-DANIELS CHEVROLET	6060 I 55 N		JACKSON	MS	39211
	GRAY-DANIELS CHEVROLET  GRAY-DANIELS NISSAN NORTH	6080 I 55 N		JACKSON	MS	39211
	HILTON HEAD BMW	1230 FORDING ISLAND RD		BLUFFTON	SC	29910
	COURTESY CHRYSLER JEEP DODGE	9207 E ADAMO DR		TAMPA	FL	33619
						33614
	COURTESY HYUNDAI	3810 W HILLSBOROUGH AVE		TAMPA KANSAS CITY	FL	64118
	VAN SUBARU SERRAMONTE FORD	90 NW VIVION RD 999 SERRAMONTE BLVD		COLMA	MO CA	94014
	BARON MINI COOPER BMW	9010 SHAWNEE MISSION PKWY		MISSION	KS	66202
118	CAMELBACK FORD	1330 E CAMELBACK RD		PHOENIX	AZ	85014
	CAMELBACK MAZDA	1521 E CAMELBACK RD		PHOENIX	AZ	85014
	CAMELBACK TOYOTA	1550 E CAMELBACK RD		PHOENIX	AZ	85014
	CAMELBACK SUBARU	1521 E CAMELBACK RD		PHOENIX	AZ	85014
	LEXUS OF GREENVILLE	PO BOX 6265		GREENVILLE	SC	29606
	MERCEDES-BENZ OF SACRAMENTO	1810 HOWE AVE		SACRAMENTO	CA	95825
	STARKVILLE FORD INC	PO BOX 1527		STARKVILLE	MS	39760
	STARKVILLE FORD L-M INC	12249 MS HIGHWAY 182		STARKVILLE	MS	39759
	COGGIN DELAND HONDA	2677 N VOLUSIA AVE		ORANGE CITY	FL	32763
	COGGIN HONDA OF FORT PIERCE	4450 S US HIGHWAY 1		FORT PIERCE	FL	34982
	COGGIN NISSAN AT THE AVENUES	10859 PHILIPS HWY		JACKSONVILLE	FL	32256
	B M W COGGIN TREASURE COAST	4429 S US HIGHWAY 1		FORT PIERCE	FL	34982
	CITY WORLD FORD	3305 BOSTON RD		BRONX	NY	10469
	MERCEDES-BENZ OF FORT PIERCE	4500 S US HIGHWAY 1		FORT PIERCE	FL	34982
	AUDI OF COLUMBIA	6301 TWO NOTCH RD		COLUMBIA	SC	29223
	CROWN DODGE OF FAYETTEVILLE	436 N MCPHERSON CHURCH RD		FAYETTEVILLE	NC	28303
134	CROWN HONDA OF CHARLOTTE	7001 E INDEPENDENCE BLVD		CHARLOTTE	NC	28227
135	MERCEDES-BENZ OF FT PIERCE	4500 S US HIGHWAY 1		FORT PIERCE	FL	34982

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	Name1		Addr1	Addr2	City	State	Zip
136	TOYOTA OF DEERFIELD BEACH		1441 S FEDERAL HWY		DEERFIELD BCH	FL	33441
137	VOLKSWAGEN OF KEARNY MESA		8040 BALBOA AVE		SAN DIEGO	CA	92111
138	COGGIN BUICK-GMC OF ORANGE PAR		7245 BLANDING BLVD		JACKSONVILLE	FL	32244
139	CERRITOS NISSAN		18707 STUDEBAKER RD		CERRITOS	CA	90703
140	PLAZA MOTORS WEST		951 TECHNOLOGY DR		O FALLON	MO	63368
141	WOLRD FORD-PENSACOLA	COLLISSION CENTER	6397 PENSACOLA BLVD		PENSACOLA	FL	32505
142	FOLSOM LAKE TOYOTA		12747 FOLSOM BLVD		FOLSOM	CA	95630
	HASSELL VOLVO		79 CEDAR SWAMP RD		GLEN COVE	NY	11542
144	LAND ROVER ST LOUIS		11654 OLIVE BLVD		SAINT LOUIS	MO	63141
145	PINNACLE NISSAN		7601 E FRANK LLOYD WRIGHT BLVD		SCOTTSDALE	AZ	85260
146	CROWN CHRYSLER DODGE JEEP		3710 W WENDOVER AVE		GREENSBORO	NC	27407
	CROWN HONDA OF SOUTHPOINT		1001 SOUTHPOINT AUTO PARK BLVD		DURHAM	NC	27713
148	CROWN VOLVO		3604 W WENDOVER AVE		GREENSBORO	NC	27407
149	BRONX FORD		3305 BOSTON ROAD		BRONX	NY	10469
150	COGGIN TOYOTA AT THE AVENUES		10564 PHILLIPS HWY		JACKSONVILLE	FL	32256
	DAVID MAUS VOLKSWAGEN		5474 S ORANGE BLOSSOM TRL		ORLANDO	FL	32839
	HONDA DELAND		1580 WOODLAND BLVD		DELAND	FL	32720
	HONDA OF BAY COUNTY		3601 E 15TH ST		PANAMA CITY	FL	32404
	ACURA-PEORIA		9190 W BELL RD		PEORIA	AZ	85382
155	RELIABLE CHEVROLET INC		3655 S CAMPBELL AVE		SPRINGFIELD	MO	65807
156	CROWN FORD FAYETTEVILLE		256 SWAIN ST		FAYETTEVILLE	NC	28303
157	COGGIN BUICK-GMC-ORANGE PARK		7245 BLANDING BLVD		JACKSONVILLE	FL	32244
	COGGIN BOICK-GINC-ORANGE PARK  COGGIN HONDA OF FT PIERCE		4450 S US HIGHWAY 1		FORT PIERCE	FL	34982
159	COGGIN HONDA OF FT PIERCE		11051 S ORANGE BLOSSOM TRL		ORLANDO	FL	32837
160				LINUT 1			32086
	COGGIN HONDA OF ST AUGUSTINE VILLAGE POINTE TOYOTA		2925 US HIGHWAY 1S	UNIT 1	ST AUGUSTINE	FL	68022
	MAJOR CHEVROLE		18201 CUMING ST 43-40 NORTHERN BLVD		ELKHORN LONG ISLAND	NE NY	11101
						NY	
	MAJOR CHRYSLER JEEP DODGE		50-30 NORTHERN BLVD		LONG ISLAND CITY		11101
164	CITY WORLD TOYOTA SCION		3333 BOSTON RD		BRONX	NY	10469
	FORD OF ESCONDIDO		1717 AUTO PARK WAY		ESCONDIDO	CA	92029
	HYUNDAI OF ESCONDIDO		1919 AUTO PARK WAY		ESCONDIDO	CA	92029
	FOLSOM LAKE SCION		12747 FOLSOM BLVD		FOLSOM	CA	95630
	FOLSOM LAKE COLLISION CENTER		12747 FOLSOM BLVD		FOLSOM	CA	95630
	FOLSOM LAKE TOYOTA COLLISON C		12747 FOLSOM BLVD		FOLSOM	CA	95630
	FOLSOM LAKE USED CAR OUTLET		12747 FOLSOM BLVD		FOLSOM	CA	95630
	RANCHO AUTO GROUP		8010 BALBOA AVE		SAN DIEGO	CA	92111
	RANCHO COLLISION CENTER		8010 BALBOA AVE		SAN DIEGO	CA	92111
173	RANCHO COLLISSION CENTER OF SD		8010 BALBOA AVE		SAN DIEGO	CA	92111
	MILLER HONDA		5355 VAN NUYS BLVD		SHERMAN OAKS	CA	91401
175	BEVERLY HILS, LTD		9250 BEVERLY BLVD		BEVERLY HILLS	CA	90210
	MILLER'S MERCEDES-BENZ OF	BEVERLY HILLS	9250 BEVERLY BLVD		BEVERLY HILLS	CA	90210
177	SMART CENTER BEVERLY HILLS		9250 BEVERLY BLVD		BEVERLY HILLS	CA	90210
	MILLER INFINITI VAN NUYS		5455 VAN NUYS BLVD		VAN NUYS	CA	91401
179	MILLER MITSUBISHI		5319 VAN NUYS BLVD	5253 VAN NUYS BLVD	VAN NUYS	CA	91401
180	MILLER SUZUKI		5319 VAN NUYS BLVD	5253 VAN NUSY BLVD	VAN NUYS	CA	91401
181	PERFORMANCE NISSAN		5319 VAN NUYS BLVD	5253 VAN NUYS BLVD	VAN NUYS	CA	91401

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_	Name1		Addr1	Addr2	City	State	Zip
32	MILLER TOYOTA CULVER CITY		9077 WEST WASHINGTON BLVD		CULVER CITY	CA	90232
33	PRESTIGE AUDI		14780 BISCAYNE BLVD		NORTH MIAMI BEACH	FL	33181
34	WORLD FORD COLLISSION CENTER	OF PENSACOLA	6397 PENSACOLA BLVD		PENSACOLA	FL	32505
35	WORLD FORD KENDALL		15551 SOUTH DIXIE HIGHWAY		MIAMI	FL	33157
36	GULF BREEZE FORD		2665 GULF BREEZE PARKWAY		GULF BREEZE	FL	32563
37	BARON BMW		9010 SHAWNEE MISSION PARKWAY		MERRIAM	KS	66202
38	BARON BMW COLLISION CENTER		9000 SHAWNEE MISSION PARKWAY		MERRIAM	KS	66202
39	BARON COLLISSION CENTER OF KANS		9000 SHAWNEE MISSION PARKWAY		MERRIAM	KS	66202
90	SHAWNEE MISSION HYUNDAI		7050 FRONTAGE RD		MERRIAM	KS	66203
	BARON VOLKSWAGEN		9010 SHAWNEE MISSION PARKWAY		MERRIAM	KS	66202
	IRA PORSCHE	PORSCHES OF DANVERS	97C ANDOVER ST		DANVERS	MA	01923
	IRA TOYOTA		99B ANDOVER ST		DANVERS	MA	01923
	IRA SCION		99B ANDOVER ST		DANVERS	MA	01923
	IRA COLLISSION CENTER	IRA COLLISION CENTER OF DANVER	99B ANDOVER ST		DANVER	MA	01923
	IRA SCION OF TEWKSBURY	THA COLLISION CENTER OF DAILVER	468 MAIN ST		TEWKSBURY	MA	01323
-	IRA TOYOTA II		468 MAIN ST		TEWKSBURY	MA	01876
	IRA SCION II		468 MAIN ST		TEWKSBURY	MA	01876
99	IRA TOYOTA II / SCION II		468 MAIN ST		TEWKSBURY	MA	01876
	IRA LEXUS		99A ANDOVER		DANVERS	MA	01923
-		LIONATTOWAN AUTO					
	IRA MAZDA WITH	HOMETOWN AUTO	99B ANDOVER ST		DANVERS	MA	01923
	IRA NISSAN WOBURN	01.10 TDU01	95 CEDAR ST		STONEHAM	MA	02180
	SUNSHINE BUICK PONTIAC	GMC TRUCK	5200 E SAN MATEO NE		ALBUQUERQUE	NM	87109
	CASA MITSUBISHI		9733 COORS BLVD NE		ALBUQUERQUE	NM	87114
	HASSEL VOLVO HUNTINGTON		345 W JERICHO TURNPIKE		HUNTINGTON	NY	11743
	ARROWHEAD CADILLAC		8301 W BELL ROAD		GLENDALE	AZ	85308
	CAMELBACK HYUNDAI		1500 E CAMELBACK RD		PHOENIX	AZ	85014
	CAMELBACK KIA		1450 E CAMELBACK RD		PHOENIX	ΑZ	85014
	CAMELBACK VOLKSWAGEN		1499 E CAMELBACK RD		PHOENIX	ΑZ	85014
	INIFINITI OF SCOTTSDALE		7601 E FRANK LLOYD WRIGHT	SUITE 2	SCOTTSDALE	ΑZ	85260
L1	INFINITI ON CAMELBACK		1250 E CAMELBACK RD		PHOENIX	ΑZ	85014
L2	MIDWAY NISSAN		2201 W BELL ROAD		PHOENIX	ΑZ	85023
L3	SUPERSTITION SPRINGS LEXUS		6206W TEST DR		MESA	ΑZ	85206
L4	SURPRISE FORD		16825 W WADDELL RD		SURPRISE	ΑZ	85388
L5	VAN CHEVROLET		8585 E FRANK LLOYD WRIGHT BLVD		SCOTTSDALE	AZ	85260
L6	VOLVO CARS OF PHOENIX		2205 W BELL RD		PHOENIX	ΑZ	85023
L7	CROWN TOYOTA		255 W PERSHING RD		DECATUR	IL	62526
L8	CROWN NISSAN		165 W PERSHING RD		DECATUR	IL	62526
L9	BMW OF SPRINGFIELD		3500 E SUNSHINE		SPRINGFIELD	MO	65809
20	RELIABLE IMPORTS & MOTORHOMES		438 S INGRAM MILL RD		SPRINGFIELD	MO	65802
21	RELIABLE SUBARU		438 S INGRAM MILL RD		SPRINGFIELD	MO	65802
	RELIABLE LEXUS		3521 E SUNSHINE		SPRINGFIELD	MO	65809
	BMW OF LINCOLN		6741 TELLURIDE DR		LINCOLN	NE	68521
	HUSKER CHEVROLET		6833 TELLURIDE DR		LINCOLN	NE	68521
	RELIABLE CHEVROLET (NM)		9901 COORS BLVD NW		ALBUQUERQUE	NM	87114
26	BMW OF LITTLE ROCK		4621 COLONEL GLENN PLAZA DR		LITTLE ROCK	AR	72221
							71802

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	Name1		Addr1	Addr2	City	State	Zip
228	NORTH POINT AUTO PLAZA		1500 N SHACKLEFORD RD		LITTLE ROCK	AR	72221
229	NORTH POINT NISSAN		1 COMMERCIAL CENTER DR		LITTLE ROCK	AR	72117
230	NORTH POINT TOYOTA	NORTH POINT SCION	4336 LANDERS RD		NORTH LITTLE ROCK	AR	72117
231	NORTHLAND HYUNDAI		5660 WARDEN RD N		LITTLE ROCK	AR	72116
232	PREMIER LINCOLN MERCURY		1500 N SHACKLEFORD RD		LITTLE ROCK	AR	72221
233	SOUTHLAND HYUNDAI		25315 INTERSTATE HIGHWAY #30		BRYANT	AR	72022
234	MERCEDES-BENZ OF FRESNO		7055 NORTH PALM AVE		FRESNO	CA	93650
235	SPIRIT HONDA		3464 N PECK RD		EL MONTE	CA	91731
236	BUDDY HUTCHISON CHEVROLET		10880 PHILIPS HWY		JACKSONVILLE	FL	32256
237	BUDDY HUTCHISON IMPORTS		2898 US HWY 1 SOUTH		ST AUGUSTINE	FL	32086
238	BUDDY HUTCHISON TOYOTA		10564 PHILIPS HWY		JACKSONVILLE	FL	32256
239	COGGIN CHEVROLET		10880 PHILIPS HWY		JACKSONVILLE	FL	32256
240	COGGIN DELAND HYUNDAI		2308 S WOODLAND BLVD		DELAND	FL	32720
241	COGGIN FORD		9650 ATLANTIC BLVD		JACKSONVILLE	FL	32225
242	COGGIN KIA		8500 ATLANTIC BLVD		JACKSONVILLE	FL	32211
243	COGGIN KIA AT THE AVENUES		9401 ATLANTIC BLVD		JACKSONVILLE	FL	32211
244	COGGIN MOTOR HALL		4500 US 1 SOUTH		FT PIERCE	FL	34982
245	COGGIN MOTOR MALL		4425 WEST VINE ST		KISSIMMEE	FL	24742
246	COGGIN PONTIAC GMC TRUCK		9201 ATLANTIC BLVD		JACKSONVILLE	FL	32211
247	COGGIN SCION AT THE AVENUES		11340 PHILIPS HWY		JACKSONVILLE	FL	32256
248	COGGIN-STARLING CHEVROLET		2500 N ORANGE BLOSSOM TRAIL		KISSIMMEE	FL	34744
249	COGGIN-STARLING	CHEVROLET-OLDSMOBILE	3550 W 13TH ST		ST CLOUD	FL	34769
250	COGGIN-STARLING PONTIAC	GMC, BUICK	4425 WEST HWY 192		KISSIMMEE	FL	34742
251	COURTESY LINCOLN-MERCURY, ISUZ		9204 ADAMO DR		TAMPA	FL	33619
252	COURTESY MAZDA		3800 W HILLSBOROUGH AVE		TAMPA	FL	33614
253	COURTESY MAZDA OF BRANDON		9208 ADAMAO DR		TAMPA	FL	33619
254	COURTESY MITSUBISHI		3800 W HILLSBOROUGH AVE		TAMPA	FL	33614
255	COURTESY TOYOTA OF BRANDON		9210 ADAMO DR		TAMPA	FL	33619
256	COURTESY SCION		9210 ADMO DR		TAMPA	FL	33619
257	JW COURTESY PONTIAC	GMC, TRUCK	3800 W HILLSBOROUGH		TAMPA	FL	33614
258	JAGUAR ST LOUIS		11654 OLIVE BLVD		CREVE COEUR	MO	63141
259	SMART CENTER CREVE COEUR		11830 OLIVE BLVD		CREVE COEUR	MO	63141
260	GRAY-DANIELS HYUNDAI		975 I-20 W FRONTAGE ROAD		JACKSON	MS	39204
261	GRAY-DANIELS JEEP/CHRYSLER/	LINCOLN MERCURY	6060 I-55 NORTH FRONTAGE ROAD		JACKSON	MS	39211
262	GRAY-DANIELS MAZDA		1087 I-20 W FRONTAGE RD		JACKSON	MS	39204
263	GRAY-DANIELS MITSUBISHI		975 I-20 S FRONTAGE RD		JACKSON	MS	39204
264	GRAY-DANIELS SCION		104 GRAY-DANIELS BLVD		BRANDON	MS	39042
265	MARK ESCUDE DAEWOO		915 I-20 S FRONTAGE RD		JACKSON	MS	39204
266	MARK ESCUDE MITSUBISHI		975 I-20 S FRONTAGE RD		JACKSON	MS	39204
267	MARK ESCUDE NISSAN NORTH		6080 I-55 N FRONTAGE RD		JACKSON	MS	39211
268	MARK ESCUDE NISSAN SOUTH		905 I-20 S FRONTAGE RD		JACKSON	MS	39204
269	MARK ESCUDE TOYOTA		104 GRAY-DANIELS BLVD		BRANDON	MS	39042